

SUPPLEMENTAL CONSTRUCTION CONTRACT

THIS AGREEMENT is made this 8 day of October, 2019 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, DEPARTMENT OF PROPERTY AND PROCUREMENT on behalf of the DEPARTMENT OF PUBLIC WORKS (hereinafter referred to as "Government") and VIRGIN ISLANDS PAVING, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the parties entered into a contract for the **Moravian Highway Pavement Rehabilitation** on the island of St. Thomas, Virgin Islands, *Original Contract No. C006DPWT16 (VIP)*, dated **August 31, 2016**, a copy of which is attached and incorporated herein by reference; and

WHEREAS, the Government is desirous of **Additional Work to the Moravian Highway Pavement Rehabilitation** on the island of St. Thomas, Virgin Islands which are more particularly described in **Addendum I**, (Scope of Work), **Addendum II** (Compensation), incorporated herein by reference and made a part of this supplemental construction contract; and

WHEREAS, these services are an integral and functional part for the **Moravian Highway Pavement Rehabilitation** on the island of St. Thomas, Virgin Islands for the betterment of services to the public and working conditions in general; and

WHEREAS, the Contractor is willing and capable of providing such services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. **SERVICES**

The Contractor will provide the services described more particularly in Addendum I (Scope of Work) incorporated herein by reference and made a part of this construction contract.

2. **TERM**

This Contract shall commence upon execution by the Governor and shall terminate within **sixty (60)** calendar days thereafter, or in accordance with an agreed upon extension pursuant to the General Provisions. Particular reference should be made to the Notice to Proceed.

3. **COMPENSATION**

The Government, in consideration of satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum of *nine hundred twenty-three thousand six hundred seventy-six dollars and ninety-six cents (\$923,676.96)* in accordance with the provisions set forth in Addendum II (Compensation), attached hereto is hereby incorporated by reference and made a part of this contract.

4. **LIQUIDATED DAMAGES**

It is hereby expressly agreed by the parties hereto that in the event the Contractor has not completed the scope of work under the term set forth in Paragraph 2 hereof, liquidated damages of *one hundred fifty dollars (\$150.00)* for each calendar day or

portion thereof shall be due the Government. The liquidated damages shall first be deducted from any contract monies due, but not yet paid to the extent available.

5. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

6. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present and claim upon or against the Government of the Virgin Islands, or any officer, department, boards, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contract acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands Law.

7. DEBARMENT CLAUSE

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

8. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

9. DAVIS BACON ACT

Contractor hereby agrees that it shall comply with all rulings and interpretations of the Davis-Bacon Act (40 USC 276a-5) and that the contractor and subcontractor agrees that all employees shall be paid the local prevailing wages as established by Virgin Islands statutes and laws.

10. CERTIFICATION OF EMPLOYMENT

Contractor hereby agrees that pursuant to 31 V.I.C 236(h) it will hire at least two individuals from the Welfare to Work program administered by the Labor and Human Services Departments.

11. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
Commissioner Nominee
Department of Property and Procurement
8201 Subbase, 3rd Floor
St. Thomas, U. S. Virgin Islands 00802

Nelson Petty, Jr.
Commissioner Nominee
Department of Public Works
8244 Subbase
St. Thomas, Virgin Islands 00802

CONTRACTOR

Mr. Robert J. Schierloh
President
Virgin Islands Paving, Inc.
P. O. Box 4720
Kingshill, St. Croix, VI 00851

Except as stated herein, all other terms and conditions of the contract for the **Moravian Highway Pavement Rehabilitation** on the island of St. Thomas, Virgin Islands, and original Contract C006DPWT16 (VIP), dated August 31, 2016, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:






GOVERNMENT OF THE VIRGIN ISLANDS

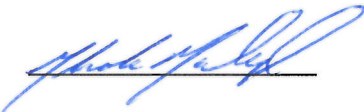
 Date: 9/25/18

Anthony D. Thomas, Commissioner Nominee
Department of Property and Procurement

 Date: 3/14/19

Nelson Petty, Jr., Commissioner Nominee
Department of Public Works

CONTRACTOR



 Date: 2-28-19

Robert J. Schierloh, President
Virgin Islands Paving, Inc.

(Corporate seal, if Contractor is a corporation)

APPROVED:



Albert Bryan Jr.

GOVERNOR OF THE VIRGIN ISLANDS

Date: 9/30/19

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: 

Date 9/21/19

C013DPWT19 (VIP)

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